



Registration of a Charge

Company name: **FOREST HOLIDAYS LIMITED**

Company number: **08159308**



X6LR5LBS

Received for Electronic Filing: **21/12/2017**

Details of Charge

Date of creation: **18/12/2017**

Charge code: **0815 9308 0038**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT UNDER THE INTERCREDITOR AGREEMENT)**

Brief description: **THE REAL PROPERTY DESCRIBED AT PART A OF SCHEDULE 2 TO THE ACCESSION DEED, INCLUDING BUT NOT LIMITED TO TITLE NUMBERS CL227906, CL227910 AND NYK400575. THE TRADEMARKS DESCRIBED AT PART D1 OF SCHEDULE 2 TO THE ACCESSION DEED, INCLUDING BUT NOT LIMITED TO TM NUMBERS 3164826, 3164703 AND 3164829.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW PAPWORTH**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2017 and created by FOREST HOLIDAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2017 .

Given at Companies House, Cardiff on 22nd December 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006

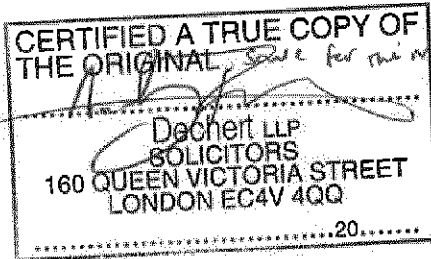


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION



Accession Deed to the Debenture

THIS ACCESSION DEED is made on

18 December 2017

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an "Acceding Company");
- (2) **CANOPY MIDCO LIMITED** (the "Parent"); and
- (3) **ARES MANAGEMENT LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 18 December 2017 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants and undertakes in the terms set out in Clause 2 (*Covenant to Pay*) of the Debenture.

(c) **Charge and assignment**

Accession Deed to the Debenture

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company with full title guarantee or (in relation to assets located in Scotland or subject to Scots law) with absolute warrandice, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Material Real Property in England and Wales (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), all claims under the Insurances and all proceeds of the Insurances; and
- (vii) by way of first floating charge all of its present and future:
 - (A) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 4.1 (*Fixed charges*), Clause 4.2 (*Security assignments*) of the Debenture or this clause 2(c) or any other provision of this Deed; and

- (B) (whether or not effectively so charged or assigned) heritable property and all other property, assets and undertaking in Scotland or otherwise subject to Scots law.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph (d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) Each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in Part B of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*):
 - (A) are fully paid or drawn down (as applicable);
 - (B) constitute the entire share capital or the partnership interests owned by each Acceding Company in the relevant company or limited liability partnership; and
 - (C) constitute the entire share capital of each such company, or in relation to the partnership interests in FH England LLP, in aggregate between the Acceding Companies, 100% of the partnership interests of that limited liability partnership.
- (iii) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Material Real Property in England and Wales which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to Clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Accession Deed.

Accession Deed to the Debenture

EXECUTION VERSION

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEADING COMPANIES

Executed as a deed, but not delivered until the first)
date specified on page 1, by FOREST)
HOLIDAYS GROUP LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address:

Bath Yard, Moira, Swadlincote,
Derbyshire, DE12 6BA

Attention:

The Directors

Executed as a deed, but not delivered until the first
date specified on page 1, by FOREST
HOLIDAYS LIMITED acting by:

Director

24292069.7.HU_BUSINESS

Accession Deed to the Debenture

EXECUTION VERSION

Witness signature

Witness name:

Witness address:

Address:

Bath Yard, Moira, Swadlincote,
Derbyshire, DE12 6BA

Attention:

The Directors

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by CANOPY MIDCO)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address:

Bath Yard, Moira, Swadlincote,
Derbyshire, DE12 6BA

Attention:

The Directors

Accession Deed to the Debenture

EXECUTION VERSION

THE SECURITY AGENT

Signed by Kevin Early
on behalf of Authorised Signatory for and)
ARES MANAGEMENT)
LIMITED:)

Signature



Address: Ares Management limited
6th Floor, 10 New Burlington Street
London W1S 3BE
Facsimile No: +44 (0)20 7434 6401
Attention: David Ribchester / Nishal Patel

Accession Deed to the Debenture

EXECUTION VERSION

SCHEDULE 1

to the Accession Deed

The Acceding Companies

Company name	Registered number	Registered office
Forest Holidays Groups Limited	08159281	Bath Yard Bath Lane, Moira, Swadlincote, Derbyshire, DE12 6BA
Forest Holidays Limited	08159308	Bath Yard Bath Lane, Moira, Swadlincote, Derbyshire, DE12 6BA

Accession Deed to the Debenture

SCHEDULE 2
TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part A
Real Property

Registered Land		
Acceding Company	Address	Title number
Forest Holidays Limited	Deerpark Forest Cabin Site, Herodsfoot, Liskeard, Cornwall	CL227906 and CL227910
Forest Holidays Limited	Spiers Campsite, Cropton, Pickering	NYK400575
Forest Holidays Limited	Keldy Cabin Site, Cropton, Pickering, North Yorkshire	NYK322599
Forest Holidays Limited	Thorpe Park Camping Site, West Harling, Thetford, Norfolk	NK342773
Forest Holidays Limited	Beddgelert Caravan and Camping Site, Beddgelert Forest, Beddgelert	CYM302681
Forest Holidays Limited	Black Wood, Stratton Park Estate, Micheldever, Winchester	HP754642
Forest Holidays Limited	Sherwood Pines, Edwinstowe, Mansfield, Nottinghamshire, NG21 9JL	NT473965
Forest Holidays Limited	Sherwood Pines, Edwinstowe, Mansfield, Nottinghamshire, NG21 9JL	NT480010
Forest Holidays Limited	Christchurch Campsite, Bracelands Drive, Christchurch, Coleford	GR367692
Forest Holidays Limited	Christchurch Campsite, Bracelands Drive, Christchurch, Coleford	GR385714

Accession Deed to the Debenture

Registered Land				
Acceding Company	Address		Title number	
Forest Holidays Limited	Woodlands Campsite, Bracelands Drive, Christchurch, Coleford And The Camp Shop		GR367794 and GR390223	
Forest Holidays Limited	Woodlands Campsite, Bracelands Drive, Christchurch, Coleford		GR352652	
Forest Holidays Limited	Common Facilities Building, Bracelands Drive, Christchurch, Coleford		GR401464	
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
N/A	N/A	N/A	N/A	N/A

Part B
Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Forest Holidays Group Limited	Forest Holidays Limited	Ordinary	1	1

Acceding Company	Limited liability partnership in which limited liability partnership interest is held	Amount of Capital Contribution held (£)	Total partnership capital
Forest Holidays Limited	FH England LLP	£4,920,300	£4,970,000
Forest Holidays Group Limited	FH England LLP	£49,700	

Part C
Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Forest Holidays Group Limited	██████906	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003
Forest Holidays Limited	██████027	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003
Forest Holidays Limited	██████469	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003
Forest Holidays Limited	██████029	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003
Forest Holidays Limited	██████915	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003
Forest Holidays Limited	██████825	Lloyds Bank plc	New St Birmingham, BX1 1LT 300003

Part D
Intellectual Property

Part D1 - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Forest Holidays Limited	3164826	UK/Registered	3, 5, 9, 11, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43	Forest Holidays (logo)
Forest Holidays Limited	3164703	UK/Registered	3, 5, 9, 11, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43	Forest Holidays (words)

EXECUTION VERSION

Forest Holidays Limited	3164829	UK/Registered	3, 5, 9, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43	Forest Holidays frond (logo)
Forest Holidays Limited	3164831	UK/Registered	9,11,16, 39,41,43	The Forest Works (logo)
Forest Holidays Limited	3164707	UK/Registered	9, 11, 16, 39, 41, 43	The Forest Works (words)
Forest Holidays Limited	3182353	UK/Registered	9, 16, 28, 36, 39, 41, 43	FR Forest Ranger (logo)
Forest Holidays Limited	3164712	UK/Registered	9, 11, 16, 39, 43	Golden Oak (words)
Forest Holidays Limited	3195641	UK/Registered	9, 11, 16, 39, 43	Silver Birch (words)
Forest Holidays Limited	3182347	UK/Registered	9, 36, 41	Forest Friday / ForestFriday (words)

Part D2 - Patents		
Proprietor/ADP number	Patent number	Description
N/A	N/A	N/A

Part E
Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Forest Holidays Limited	21 September 2012 (amended under a Deed of Novation dated 28 February 2013)	The Forestry Commissioners Forest Holidays Limited Camping In The Forest LLP Relevant Ministers (as defined therein)	Forestry Commission Framework Agreement

Accession Deed to the Debenture

Part F
Insurances

Acceding Company	Insurer	Policy number
Forest Holidays Limited	Fusion Insurance Services	34935891
Forest Holidays Limited	Gravity Underwriting	GUL01396
Forest Holidays Limited	Gravity Underwriting	GCAR0097
Forest Holidays Limited	Markel (UK) Limited	SC1920E140WR/4433
Forest Holidays Limited	Northern Marine Underwriters Limited	TSP041530484
Forest Holidays Limited	Leisureinsure LLP	FORES-7/COM
Forest Holidays Limited	Barbican Protect Limited	PIP14001264
Forest Holidays Limited	HSB Engineering Limited	197656
Forest Holidays Limited	CAN Insurance Company Limited	UKTC001750
Forest Holidays Limited	AXA Insurance UK Plc	AC DIR 4143623
Forest Holidays Limited	Gravity Underwriting	GCAR0465